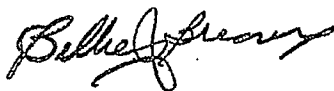


COPY

WHEN RECORDED RETURN TO:
LANDAMERICA COMMERCIAL SERVICES
140 EAST WASHINGTON ST.
INDIANAPOLIS, IN. 46204
CASE NO. 07-002321

26 FILED

OCT 20 2008


2008-0121269
RECEIVED FOR RECORD

2008 OCT 20 PM 4:03

JULIE L. VOORHIES
MARION COUNTY RECORDERLIMITED WARRANTY DEED

THIS INDENTURE WITNESSETH THAT, AIMCO MICHIGAN APARTMENTS, LLC, a Delaware limited liability company ("Grantor"), CONVEYS AND SPECIALLY WARRANTS, with specific limitations, to GENNx PROPERTIES VI, LLC, an Indiana limited liability company ("Grantee"), for the sum of ONE DOLLAR (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the real estate located in Marion County, State of Indiana, which is more particularly described in Exhibit A attached hereto and made a part hereof.

The Grantor, for itself, and its successors, does covenant, and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor, but not otherwise, subject to the following limitations and exceptions:

1. This conveyance is subject to the Permitted Exceptions shown on Exhibit B attached hereto and made a part hereof.

2. Real estate taxes and assessments due and payable after the date hereof.

This Limited Warranty Deed is delivered subject to all of the provisions of that certain Purchase and Sale Contract dated October 10, 2008 (as amended and/or assigned, the "Purchase and Sale Contract"), that, pursuant to Section 13.27 of the Purchase and Sale Contract, survive

the delivery of this Limited Warranty Deed, including, without limitation, Section 6.2 concerning the "AS-IS" "WHERE IS" nature of the transaction.

The undersigned person executing this Limited Warranty Deed on behalf of the Grantor represents and certifies that he/she is a duly elected officer of the Grantor and has been fully empowered, by proper partnership/corporate actions, to execute and deliver this Limited Warranty Deed; that the Grantor has full capacity to convey the real estate described herein; and that all necessary action for the making of such conveyance has been taken and done.

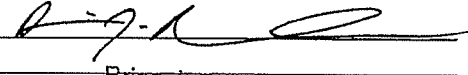
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IN WITNESS WHEREOF, Grantor caused this Limited Warranty Deed to be executed
this 15th day of October, 2008.

GRANTOR:

AIMCO MICHIGAN APARTMENTS, LLC,
a Delaware limited liability company

By: AIMCO/BETHESDA HOLDINGS, INC.,
a Delaware corporation,
its member

By: 
Name: Brian J. Bornhorst
Title: Vice President

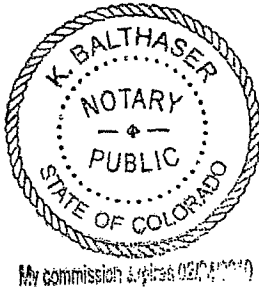
[notary page follows]

ACKNOWLEDGEMENT

STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)

Before me a Notary Public, this 13th day of October, 2008, personally appeared Brian J. Bornhorst, the Vice President of AIMCO/BETHESDA HOLDINGS, INC., a Delaware corporation, as member of AIMCO MICHIGAN APARTMENTS, LLC, a Delaware limited liability company, who acknowledged the execution of the foregoing Deed for and on behalf of said Grantor and who having been duly sworn, stated that the representations contained therein are true.

WITNESS my hand and seal.



[Signature]

Notary Public

K. Balthaser

Printed Signature

Resident of Jefferson County

My commission expires:

2/24/2010

SEND TAX STATEMENTS TO:

GENN_X PROPERTIES VI, LLC
234 East 9th Street, Suite B-1
Indianapolis, IN 46204
Attn: Mr. Kevin R. Krulewitch

This instrument was prepared by:

Philip A. Nicely, Esq.
Bose McKinney & Evans LLP
North Office
301 Pennsylvania Parkway, Suite 300
Indianapolis, IN 46280
Telephone: (317) 684-5301
Facsimile: (317) 223-0301

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Philip A. Nicely, Esq.

Exhibit A

LEGAL DESCRIPTION OF MICHIGAN APARTMENTS

A part of the South Half of the Northwest Quarter of Section 5, Township 15 North, Range 3 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows, to-wit:

Beginning at the Northeast corner of said Half Quarter Section; thence South 01 degrees 53 minutes 21 seconds West (assumed bearing) on and along the East line of said Quarter Section 812.95 feet to the centerline of Michigan Street as established by previous deeds, said point being North 01 degrees 53 minutes 21 seconds East 735.11 feet from the Southeast corner of the Northwest Quarter of said Section; thence North 90 degrees 00 minutes 00 seconds West 416.71 feet to the Indianapolis Department of Transportation (I.D.O.T.) right-of-way as per project S.T. 23-001 "A" and recorded in Instrument Number 73-9410; thence North 02 degrees 07 minutes 40 seconds West with the right-of-way project S. T. 23-001 "A" 30.02 feet; thence North 84 degrees 21 minutes 42 seconds West 100.50 feet; thence South 89 degrees 55 minutes 40 seconds West 180.00 feet leaving the I.D.O.T. right-of-way per Instrument Number 73-9410 and continuing on I.D.O.T. right-of-way per Instrument Number 73-9408; thence North 50 degrees 23 minutes 09 seconds West 73.70 feet; thence North 02 degrees 07 minutes 40 seconds East 253.04 feet; thence North 03 degrees 16 minutes 25 seconds East 197.87 feet leaving I.D.O.T. right-of-way per Instrument Number 73-9408 and continuing on I.D.O.T. right-of-way per Instrument Number 73-9410; thence North 02 degrees 07 minutes 40 seconds East 40.00 feet; thence North 04 degrees 59 minutes 25 seconds East 120.15 feet; thence North 28 degrees 41 minutes 34 seconds East 44.72 feet; thence North 05 degrees 13 minutes 43 seconds West 78.61 feet to the North line of said Half Quarter Section; thence South 89 degrees 51 minutes 57 seconds East leaving I.D.O.T. right-of-way and on and along the North line of said Half Quarter Section 734.48 feet to the point of beginning.

EXCEPT that part conveyed to the Consolidated City of Indianapolis through its Department of Capital Asset Management by Warranty Deed recorded December 14, 1999, as Instrument No. 99-235232, described as follows:

Part of the South Half of the Northwest Quarter of Section 5, Township 15 North, Range 3 East in Wayne Township, Marion County, Indiana, described as follows:

Commencing at the Southeast corner of the Northwest Quarter of Section 5, Township 15 North, Range 3 East; thence North 00 degrees 24 minutes 46 seconds East (assumed) 232.306 meters (762.16 feet) along the East line of said Quarter Section to the Point of Beginning; thence South 88 degrees 17 minutes 52 seconds West 10.496 meters (34.44 feet); thence North 60 degrees 18 minutes 32 seconds East 8.184 meters (26.85 feet); thence North 88 degrees 46 minutes 59 seconds East 3.409 meters (11.19 feet) to the East line of said Quarter Section; thence South 00 degrees 24 minutes 46 seconds West 3.815 meters (12.52 feet) along the East line of said Quarter Section to the Point of Beginning.

Exhibit B

PERMITTED EXCEPTIONS

1. Applicable zoning and governmental regulations and ordinances;
2. Any defects in or objections to title to the Property, or title exceptions or encumbrances, arising by, through or under Grantee;
3. The terms and conditions of the Purchase and Sale Contract;
4. The terms and conditions of any deed restrictions that may be recorded against the Property that the Indiana Department of Environmental Management ("IDEM") may require as part of the respective Remediation Work Plans between IDEM and either (i) Genuine Parts Company (together with its subsidiaries, parent companies, successors and assigns, collectively, "Genuine"), or (ii) Grantor or AIMCO Michigan Meadows Holdings, L.L.C., a Delaware limited liability company ("Grantor's Affiliate");
5. The terms and conditions of that certain Access Agreement last dated January 4, 2002, by and between Grantor's Affiliate and Genuine (the "Genuine Access Agreement");
6. The terms and conditions of that certain Settlement Agreement, Indemnification and Mutual Release dated November 6, 2006, by and between Grantor's Affiliate and Genuine (the "Genuine Settlement Agreement");
7. The terms and conditions of that certain Voluntary Remediation Agreement dated April 20, 2007, between Grantor's Affiliate and IDEM (the "VRA");
8. The terms and conditions of that certain Certificate of Completion under I.C. Section 13-25-5-16 (the "Certificate of Completion") to be issued by IDEM upon completion of the Grantor's Affiliate's Remediation Work Plan;
9. The terms and conditions of that certain Post Closing Access Agreement dated of even date herewith by and between Grantor, Grantor's Affiliate, Grantee and GENNX PROPERTIES VII, LLC, an Indiana limited liability company (the "Post Closing Access Agreement").
10. That certain environmental restrictive covenant executed by Grantor, prohibiting the use of groundwater wells on the Property dated as of even date herewith and recorded immediately prior to this Limited Warranty Deed.
11. Taxes and assessments for 2007 due and payable 2008, a lien, not yet due and payable and taxes for all subsequent years, which are not yet a lien.
12. Rights of the public for highway purposes in and to that portion of insured real estate lying within the bounds of Michigan Street.

13. Agreement for Construction of Sanitary Sewer Under Private Contract dated February 1, 1965 and recorded March 5, 1965, as Instrument No. 65-10299.
14. Sewer Service Agreement with the City of Indianapolis, Department of Public Works, dated February 1, 1965 and recorded March 5, 1965, as Instrument No. 65-10300.
15. Easement for sewer granted to the City of Indianapolis, Indiana, by its Department of Transportation by instrument dated June 13, 1977 and recorded June 14, 1977, as Instrument No. 77-35479.
16. Permanent extinguishment of all rights and easements of ingress and egress to, from and across the limited access facility known as Holt Road (Project No. DOT-ST-23-001 "A") to and from the premises as set forth in Instruments recorded February 20, 1973 as Instrument Nos. 73-9408 and 73-9410.
17. Agreement for Construction of Sanitary Sewer Under Private Contract, recorded June 14, 1963, as Instrument No. 35278, in Deed Record 1999.
18. Sewer Service Agreement with the City of Indianapolis, Department of Public Works, recorded June 14, 1963, as Instrument No. 35279, in Deed Record 1999.
19. Easement for gas pipe lines granted to the City of Indianapolis, by and through its Board of Directors for Utilities of its Department of Public Utilities dba Citizens Gas and Coke Utility by instrument dated July 9, 1963 and recorded July 11, 1963, as Instrument No. 40694, Deed Record 2005.
20. Rights of upper and lower riparian owners in and to the use of the waters of Little Eagle Creek and the natural flow thereof.
21. Application For An Encroachment License, City of Indianapolis as set out in instrument recorded February 6, 2004, as Instrument No. 2004-35445.
22. Rights of tenants in possession under unrecorded leases.
23. The following matters disclosed by survey prepared by Radu M.S. Irimescu, RLS No. 29500023, dated August 28, 2008, for Job No. 16792.
 - a. Fence encroaches in the southeast corner of the right-of-way of West Michigan Street and the eastern adjoiners property.
 - b. Fence encroaches onto the right-of-way for Holt Road along the northwest corner of the subject property.
 - c. Possible easement for electric transmission lines run through the subject property from the north to south.
 - d. Lift Station encroaches onto the Michigan Street right-of-way along the southeast corner of the subject property.